

SCHEDULE 3.2 – BILL OF SALE

The County of San Diego (“County”) acting through its Chief Administrative Officer and Purchasing Agent, and Northrop Grumman Information Technology, Inc. (“Contractor”), a Delaware corporation, are Parties to the Information Technology and Telecommunications Service Agreement dated as of [_____], 2006 (the “Agreement”), pursuant to which the County has agreed to convey, assign, transfer, and deliver to Contractor the Purchased Assets designated to be transferred from the County to Contractor, as set forth in Appendix A.5 (the “Purchased County Assets”) (terms capitalized in this Bill of Sale but not defined herein shall have the meanings ascribed to them in the Agreement).

For [\$_____] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County does hereby sell, transfer, assign, convey, and deliver to Contractor, its successors and assigns, in accordance with the Agreement, all right, title, and interest in and to the Purchased County Assets.

THE PURCHASED COUNTY ASSETS ARE DELIVERED TO CONTRACTOR “AS IS, WHERE IS” AND CONTRACTOR ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND HEREIN, THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ON WHICH CONTRACTOR HAS RELIED OR MAY RELY, WITH RESPECT TO THE MERCHANTABILITY, FITNESS, SAFETY, DESIGN, CONDITION, QUALITY, CAPACITY, Y2K COMPLIANCE, OPERATION, PERFORMANCE, DURABILITY, OR SUITABILITY FOR CONTRACTOR’S PURPOSES OF THE PURCHASED COUNTY ASSETS IN ANY RESPECT, THE PURCHASED COUNTY ASSETS’ COMPLIANCE WITH ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO, OR PATENT STATUS, PATENTABILITY, PATENT INFRINGEMENT, VISIBLE OR LATENT DEFECTS, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED.

Notwithstanding the foregoing, the County hereby assigns and conveys to Contractor the full benefit of all representations, warranties, and indemnities held or enjoyed by the County with respect to the Purchased County Assets, to the extent assignable by the grantor thereof.

The County agrees that it will, at Contractor’s reasonable request, without further consideration, do, execute, acknowledge, and deliver or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, or conveyances as may be considered by Contractor, its successors or assigns, to be reasonably necessary or proper for the sale, transfer, assignment, or conveyance of the Purchased County Assets. This instrument shall be binding upon, inure to the benefit of, and be enforceable by, any of Contractor’s successors and assigns.

The County has caused this Bill of Sale to be signed on its behalf by a duly authorized individual as of _____, 2006.

COUNTY OF SAN DIEGO

By: _____

Name: _____

Title: _____

Acknowledgement and Acceptance

Contractor hereby acknowledges and accepts the County's transfer of its entire right, title, and interest in and to the Purchased County Assets and has agreed and accepted the terms and conditions of this Bill of Sale by authorizing a signature on its behalf by a duly authorized individual as of _____, 2006.

**NORTHROP GRUMMAN INFORMATION
TECHNOLOGY, INC.**

By: _____

Name: _____

Title: _____

END OF SCHEDULE